

**UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF MARYLAND  
(Northern Division)**

WANDA McDERMOTT  
1408 Ingleside Avenue  
Gwynn Oak, Maryland 21207

Plaintiff

v.

Case No.

ANNAPOLIS AREA CHRISTIAN  
SCHOOL ASSOCIATION, INC.  
716 Bestgate Road  
Annapolis, Maryland 21401

SERVE: Resident Agent  
Rodney D. Titcomb  
425 Severnside Dr.  
Severna Park, MD 21146

Defendants

**COMPLAINT**

COMES NOW the Plaintiff, WANDA McDERMOTT, by and through counsel, AXELSON, WILLIAMOWSKY, BENDER & FISHMAN, P.C., and sues the Defendant and states as follows:

**I. Preliminary Statement**

This action seeks damages and attorney's fees for violation of the Family Medical Leave Act (hereinafter, "FMLA"), 29 U.S.C. §2614, wherein the Defendant terminated the Plaintiff when Plaintiff had lawfully taken a medical leave of absence for serious health conditions as well as breach of contract.

**II. Jurisdiction**

1. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §1331.

2. This court has original jurisdiction over civil actions arising under the laws of the United States. 28 U.S.C. §1331 and under the doctrine of pendent jurisdiction for Plaintiff's state law claims.

3. The Plaintiff was employed at the Defendant Annapolis Area Christian School in its Annapolis, Maryland location, throughout the relevant time period with respect to this Complaint including when she was allegedly unlawfully terminated in August 2007.

4. Venue in this court is proper because the cause of action arose in Annapolis, Maryland.

### **III. Exhaustion of Remedies**

5. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 4 of this Complaint with the same force and effect as is set forth herein.

6. After termination, Plaintiff requested that she be allowed to present her case to the Board of Directors of Defendant. She did so in September 2007 but they refused to reinstate her.

### **IV. Parties**

7. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 6 of this Complaint with the same force and effect as is set forth herein.

8. Plaintiff, Wanda McDermott is a female citizen of the United States and a resident of Maryland.

9. The Defendant is a business entity that carries on substantial business in

Maryland. Annapolis Area Christian School Association owns and operates Annapolis Area Christian School. Further venue is proper because the Defendant transacts substantial business in Maryland and Plaintiff's termination occurred at the Defendants' Annapolis, Maryland location.

**COUNT I**  
**(Breach of Contract)**

10. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 9 of this Complaint with the same force and effect as is set forth herein.

11. The Plaintiff entered into an employment agreement with the Annapolis Area Christian School, with a term from July 1, 2007 through June 30, 2008 to perform the job as bookkeeper.

12. The Defendant agreed to pay the Plaintiff \$60,000.00 in an annual salary.

13. Prior to entering into said contract, on or about June 20, 2007, the Plaintiff had a car accident and suffered a herniated disc in her neck which caused her to experience extreme pain in her neck, shoulder and lower back.

14. Plaintiff was able to return to work as of June 25, 2007 and worked through July 25, 2007.

15. As set forth above, on or about July 1, 2007, the parties entered into an employment agreement whereby the Plaintiff was hired for a one year term through June 30, 2008 at an annual salary of \$60,000.00. (See copy of Employment Agreement attached hereto as Exhibit 1)

16. Said Employment Agreement stated that the contract can be terminated by the Board of Directors of the Annapolis Area Christian School, "where cause exists,

provided the teacher has been informed in writing of cause or causes for discharge and has been given an opportunity to respond to them prior to final termination.”

17. The Plaintiff took a leave of absence for medical reasons as a result of the injuries sustained in the auto accident on or about July 25, 2007.

18. While Plaintiff was on a leave of absence for medical reasons, she was abruptly terminated on August 7, 2007 for alleged inappropriate actions and insubordination. Said allegations by Defendants of inappropriate actions and insubordination were false.

19. The Defendant had absolutely no cause to terminate the Plaintiff whatsoever and by terminating the Plaintiff, the Defendant breached said contract.

20. Plaintiff has suffered damages including loss of back pay and benefits as allowed under the contract.

WHEREFORE, the Plaintiff demands judgment against the Defendant in the amount of \$50,000.00.

**COUNT II**  
**(Violation of Family and Medical Leave Act)**  
**(Interference claim)**

21. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 20 of this Complaint with the same force and effect as is set forth herein.

22. As set forth above, Plaintiff suffered from a serious health condition as a result of a car accident of June 25, 2007.

23. Thereafter, she attempted to return to work but had to take a medical leave of absence and informed the Defendant that she intended to take a medical leave

of absence from July 25, 2007 through September 7, 2007 in an e-mail dated July 25, 2007.

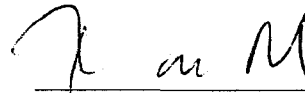
24. Plaintiff was entitled to take a twelve week leave of absence for her serious health condition under the FMLA and then after exhaustion of said leave Plaintiff was entitled to reinstatement of her job.

25. Despite being lawfully out on leave on August 7, 2007, the Defendant wrongfully terminated the Plaintiff without any cause, in violation of the Family and Medical Leave Act.

26. Plaintiff has suffered damages because of her loss of pay and benefits.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$250,000.00 for back and front pay, plus costs, interest and reasonable attorney's fees.

Respectfully submitted,  
AXELSON, WILLIAMOWSKY,  
BENDER & FISHMAN, P.C.



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